

AGREEMENT BETWEEN THE CITY OF RAPID CITY AND SOUTH DAKOTA GAME FISH AND PARKS FOR OVERSIZE WATER TRANSMISSION MAIN

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, hereinafter referred to as the "City," and SOUTH DAKOTA GAME FISH AND PARKS, 523 East Capital Avenue, Pierre, South Dakota, 57501, hereinafter referred to as the "Developer."

WHEREAS, the Developer desires to construct a water main to provide water service and fire protection for the Developer's Game Fish And Parks Outdoor Campus project generally located in Section 33, west of Sturgis Road between Knutson Lane and Adventure Trail, Rapid City, South Dakota; and

WHEREAS, the Developer's property is located within the City of Rapid City; and

WHEREAS, the City and the Developer agree to construct a 12" water transmission main within Knutson Lane rather than an 8" water main, which is the minimum size required to meet the Developer's needs. The 12" water transmission main will allow future water main extension within the area in accordance with the City's Utility System Master Plan; and

WHEREAS, it is in the City's interest to have the Developer construct a 12" water transmission main; and

WHEREAS, the Developer has submitted cost estimates to oversize the requested water transmission main, and City staff has reviewed and concurs with the costs, and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, it is agreed by the parties as follows:

1. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
2. The City shall reimburse the Developer a maximum of \$7,785.07 for 12" water transmission main oversize. This maximum dollar amount is based upon lengths, quantities and costs provided in exhibit A. If actual lengths, quantities, and costs are less than specified in exhibit A, the amount of reimbursement shall be adjusted accordingly. Upon project completion, verification of actual costs incurred shall be submitted.
3. The City shall make payment to the Developer within 45 calendar days of the project being completed, tested, as-builts submitted, and project acceptance, which will be documented by issuance of an acceptance letter from the City.
4. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other

section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

5. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of Pennington County, South Dakota.

6. The parties agree that this writing constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

SOUTH DAKOTA GAME FISH AND PARKS

By [Signature]
Its Secretary

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this 15th day of March, 2013, before me, the undersigned officer, personally appeared Jeffrey R. Vonk, who acknowledged him/herself to be the Department Secretary of SOUTH DAKOTA GAME FISH AND PARKS, and as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]

(seal)

Notary Public, South Dakota
My Commission Expires: June 5, 2016

Richard J. Neill
Notary Public
State of South Dakota
Commission Expires 6/5/16

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(seal)

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared Sam Kooiker and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public, South Dakota
My Commission Expires: _____

EXHIBIT A

CITY OF RAPID CITY OVERSIZE WATER AND SEWER MAIN REIMBURSEMENT FORM

Location: Knustson Lane, Rapid City, SD
 Entity Requesting Oversize: SDGFP
 Date: Oct-11
 File Name:
 Material Costs as of: Oct-11

Project Name: GFP Outdoor Campus
 Project No: DEV10-1017 / 09SR117
 Base Size = 8
 Oversize = 12
 Sales Tax = 6.00%
 Excise Tax = 2.00%

Item	Unit	Quantity	Base Size (inches)	City Requested Oversize Install	Oversize Materials	Oversize Labor	Excise & Sales Tax	Oversize Unit Total	Oversize Total Cost
CL150 DR18 C900	LF	300	8"	12"	\$ 6.79		\$ 0.41	\$ 7.20	\$ 2,160.00
Certa-Lok C900	LF	60	8"	12"	\$ 17.27		\$ 1.04	\$ 18.31	\$ 1,098.60
Gate Valve	EA	3	8"	12"	\$ 762.20		\$ 45.73	\$ 807.93	\$ 2,423.79
12x8 Reducer	EA	1	8"	12"	\$ 126.63		\$ 7.60	\$ 134.23	\$ 134.23
Fitting Restraint	EA	15	8"	12"	\$ 42.46		\$ 2.55	\$ 45.01	\$ 875.15
11 Degree Bend	EA	1	8"	12"	\$ 44.48		\$ 2.67	\$ 47.15	\$ 47.15
45 Degree Bend	EA	1	8"	12"	\$ 42.89		\$ 2.57	\$ 45.46	\$ 45.46
12x8 Tee	EA	1	8"	12"	\$ 112.19		\$ 6.73	\$ 118.92	\$ 118.92
12x8 Tee	EA	1	8"	12"	\$ 45.59		\$ 2.74	\$ 48.33	\$ 48.33
Casing End Seal	EA	2	8"	12"	\$ 34.82		\$ 2.10	\$ 37.02	\$ 74.04
RACI Casing Spacer	EA	12	8"	12"	\$ (12.12)		\$ (0.73)	\$ (12.85)	\$ (154.20)
Steel Corner Pipe Boring	LF	60	20"	24"	\$ 17.51		\$ 1.05	\$ 18.56	\$ 1,113.60

TOTAL OVERSIZE REIMBURSEMENT \$ 7,795.07